

DECISION



THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D.C. 20548

FILE: B-220722.2 **DATE:** January 8, 1986
MATTER OF: Rodgers-Cauthen Barton-Cureton, Inc.

DIGEST:

1. Where a protester alleges bias, the protester must submit virtually irrefutable proof that the contracting officials had a specific and malicious intent to harm the protester since contracting officials are presumed to act in good faith.
2. Protest of evaluation factors stated in a solicitation should be made prior to the closing date for the receipt of proposals.

Rodgers-Cauthen Barton-Cureton, Inc. (RCBC), protests the award of a contract to Gerard Company under request for proposals (RFP) No. F22608-85-R0007, issued by the Columbus Air Force Base, Mississippi, for advertising services for the 353rd United States Air Force Reserve Squadron.

The protest is dismissed in part and denied in part.

RCBC alleges that key Air Force personnel were prejudiced against it during the evaluation of proposals and that the evaluation formula, under which two-thirds of the points to be awarded were for price and one-third was for technical, was improper.

RCBC has merely speculated that one of the personnel at the Air Force involved in this procurement harbors resentment against RCBC because of an RCBC claim on a prior contract. RCBC has not provided any evidence of bias on the part of Air Force personnel to support this bare assertion.

Where a protester alleges that procurement officials acted intentionally to preclude the protester from receiving the award, the protester must submit virtually irrefutable proof that the officials had a specific and malicious intent to harm the protester, since contracting officials otherwise are presumed to act in good faith. Prejudicial motives will

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not be attributed to such officials on the basis of inference or supposition. Lear Siegler, Inc.--
Reconsideration, B-217231.2, May 30, 1985, 85-1 C.P.D.
¶ 613. Since RCBC has presented no probative evidence to support its allegation in this respect, we find it has failed to meet its burden of proof. This basis of protest is denied.

With respect to the evaluation of proposals, the solicitation clearly indicated the weights to be accorded to price and technical. The closing date for receipt of proposals was September 5, 1985, but RCBC did not protest until October 28, 1985. If RCBC wished to contest the evaluation factors, it should have protested prior to the closing date for receipt of proposals. 4 C.F.R. § 21.2(a)(1) (1985). Although RCBC, in its comments on the agency's report, now states that the prices of certain items on the bidding schedule should not have been considered in evaluating price, this argument should also have been made prior to the closing date. We dismiss these bases of protest as untimely.

for Seymour Efron
Harry R. Van Cleve
General Counsel